



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.co.washoe.nv.us

CM/ACM JS

Finance AC

DA

Risk Mgt. DE

HR

Other

STAFF REPORT

BOARD MEETING DATE: December 9, 2014

DATE: November 20, 2014
TO: Board of County Commissioners
FROM: Gabrielle Enfield, County Grants Administrator
genfield@washoecounty.us (775) 328-2009

THROUGH: Al Rogers, Management Services Director

SUBJECT: Recommendation to approve (retroactive to July 1, 2014) Washoe County, Nevada Grant Program Contract FY 2014-2015 for Silver State Fair Housing Council (SSFHC) in the amount of \$10,000; approve Resolution necessary for same, and direct Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)

SUMMARY

Washoe County provides grants to address special community needs. As with all grants provided by Washoe County these funds can only be provided to a private organization, not for profit, or to a governmental entity, for charitable or educational purposes, and must provide a substantial benefit to the inhabitants of the County.

Washoe County Special Purpose grant to the Silver State Fair Housing Council (SSFHC) in the amount of \$10,000.

Board of County Commission Strategic Objectives and Outcomes supported by this item:

- Safe, Secure and Health Communities

PREVIOUS ACTION

On October 14, 2014 the Board of County Commissioners provided direction to staff regarding options for the allocation of fiscal year 2014-15 Special Purpose funds, and requested that the SSFH grant award be re-submitted to the Board for approval.

On September 23, 2014, the Special Purpose grant awards for fiscal year 2014-15 were presented to the Board of County Commissioners for review and approval. Commissioners did not take action on the grant awards and requested staff come back at a future meeting and provide alternative options for allocation of the Special Purpose Awards including Commissioner District Special Purpose awards; and also provide a presentation of the history of the Special Purpose awards back to fiscal year 2003-04, and provide the names of the executive directors for the grantees.

On July 22, 2014 the Special Purpose grant awards for fiscal year 2014-15 were presented to the Board of County Commissioners for review and approval. Commissioners continued the item to a future meeting and requested that staff provide additional information. Staff met with the three Commissioners requesting further information.

On July 23, 2013, the Board of County Commissioners approved the follow Special Purpose grants to address special community needs.

Incline Village General Improvement District	\$65,700
EDAWN	\$41,300
Tahoe Prosperity Center	\$6,500
Western Nevada Development District	\$5,500
Access to Healthcare Network	\$31,500
Incline Village Community Hospital Foundation	\$27,000
Silver State Fair Housing Council	<u>\$7,750</u>
TOTAL	\$185,250

BACKGROUND

Historically, Washoe County has made Community Support funds available to local community based providers to support services that address diverse health and human service needs in the community. Grants funded by Washoe County through the Special Purpose grant program are evaluated in the budget process based on requests from Commissioners, agencies, or County staff to perform functions or services that promote the general welfare of Washoe County residents and can be implemented more cost effectively by the agencies being funded, than by Washoe County providing the service.

On October 14, 2014 the Board of County Commissioners provided direction to staff regarding options for the allocation of fiscal year 2014-15 Special Purpose funds, and requested that the SSFH grant award be re-submitted to the Board for approval.

Silver State Fair Housing Council (SSFHC)

SSFHC is a non-profit that works to ensure equal housing opportunity for all residents of northern Nevada. Washoe County has provided funding to SSFHC, since 1998 to support a variety of services including development and dissemination of informational materials and education to increase community awareness of housing discrimination, Fair Housing Act protections, and fair housing rights and responsibilities.

As a recipient of federal grants from the U.S. Department of Housing and Urban Development, Washoe County is required to demonstrate efforts to further fair housing standards in our community. SSFHC seeks to increase community awareness of housing discrimination by providing community members with information to detect and report housing discrimination, and by educating housing providers about fair housing rights and responsibilities. Successful fair housing advocacy through community awareness provides a

substantial benefit to residents of Washoe County by ensuring that equal housing opportunity is available to all residents.

Washoe County Community Support Policy: Special Purpose Awards

- Special Purpose awards must meet the public benefit criteria as follows:
 - a. Provide substantial benefit to inhabitants of the County;
 - b. Addresses a documented unmet community need that is an appropriate responsibility of the County;
 - c. Results in a cost savings or avoids future costs to the County;
 - d. The Grantee must have demonstrated capacity to carryout a performance-based agreement and maintain appropriate financial management practices.
- All special purpose awards shall be re-evaluated annually, during the budget process, using the public benefit criteria to determine if continued funding is appropriate.

FISCAL IMPACT

These funds have been included in the Community Support Program within the Management Services Division's FY2014-2015 approved budget under cost center 181100. This action requests approval and movement of funds into the appropriate internal order.

Community Support:

Silver State Fair Housing (60044-710400)	\$10,000
--	----------

RECOMMENDATION

It is recommended that the Board of County approve (retroactive to July 1, 2014) Washoe County, Nevada Grant Program Contract FY 2014-2015 for Silver State Fair Housing Council (SSFHC) in the amount of \$10,000; approve Resolution necessary for same, and direct Comptroller's Office to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board accept staff's recommendation a possible motion would be: move to *"approve (retroactive to July 1, 2014) Washoe County, Nevada Grant Program Contract FY 2014-2015 for Silver State Fair Housing Council (SSFHC) in the amount of \$10,000; approve Resolution necessary for same, and direct Comptroller's Office to make the appropriate budget adjustments. "*

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit
Organization Created for Religious, Charitable or Educational
Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$10,000 in funding is needed to assist in providing services to encourage fair housing standards; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Silver State Fair Housing Council, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2014-2015 in the amount of \$10,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing informational materials and education to increase community awareness of housing discrimination, Fair Housing Act protections, and fair housing rights and responsibilities.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which is attached hereto and incorporated herein by reference.

Adopted this 9th Day of December 2014

David Humke, Chairman
Washoe County Commission

ATTEST:

County Clerk

**WASHOE COUNTY, NEVADA
GRANT PROGRAM CONTRACT
FY 2014-2015**

THIS CONTRACT, entered into as of the ____ day of _____ 2014 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Silver State Fair Housing Council**, a Nevada nonprofit corporation having a business address located at 110 W. Arroyo Street, Suite A Reno NV 89509 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

WHEREAS, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

WHEREAS, the Grantee's legal status is as a recognized IRC 501(c) 3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

WHEREAS, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF TERMS

- a. The County Staff: The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. Program Measurable Outcomes: The program measurable outcomes that are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. Project Supervisor: The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

NOTICES

Communications and details concerning this Contract shall be directed to the following Contract representatives:

COUNTY

Washoe County
Gabrielle Enfield
County Grants Administrator
Manager's Office
P.O. Box 11130
Reno, NV 89520
775-328-2009

GRANTEE

Silver State Fair Housing
Kate Knister Zook
Executive Director
P.O. Box 3935
Reno, NV 89505-3935
775- 324-0990

3. PROGRAM MEASURABLE OUTCOMES

- a. The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

PROGRAM: Silver State Fair Housing

SSFHC Fair Housing Advocacy Program seeks to increase community awareness of housing discrimination by 1) providing community members with information to detect and report housing discrimination; 2) educating housing providers about fair housing rights and responsibilities; and 3) providing County staff with information to identify and refer housing discrimination issues.

Monthly/Quarterly Reports: Quarterly

Scope of Work - Measurable Outcomes

1. SSFHC will provide fair housing materials and information to approximately 150 Washoe County residents protected by fair housing law; 100% will retain information about fair housing rights resources as measured by informational materials distributed.
2. Conduct two (2) Community Outreach events; and
3. Through outreach to 100% of Washoe County elementary and middle schools, including charter schools and after-school programs, at least 300 students protected by fair housing laws will participate in SSFHC's annual Fair Housing Poster Contest, as measured by entries and poster displays. Students will receive fair housing information and participation awards.

4. A County-specific fair housing ad highlighting fair housing rights, responsibilities, and resources, will be run in area newspapers, the provided for use on the County's website, and run on SSFHC's website and Facebook page during April 2015, Fair Housing Month.

4. PROCEDURAL REQUIREMENTS

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2014-14.

5. TERM

This Contract is in effect retroactive to July 1, 2014 and from that date through - June 30, 2015. All of the services required hereunder shall be completed by June 30, 2015.

6. COMPENSATION

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

PROGRAM: Silver State Fair Housing Council

TOTAL COST AMOUNT: \$10,000

Form of financial backup Grantee will provide: Copies of paid invoices, receipts and/or agency records of disbursements. Grantee will submit quarterly invoices to County. Each invoice will detail the work performed and the amount charged for that work pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction.

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access these records, and any other directly related and pertinent books, documents, papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Contract for up to 3 years after final payment hereunder.

7. METHOD OF PAYMENT

- a. For services to be provided under this Agreement by Grantee County agrees to pay, TEN THOUSAND 00/100 (\$10,000) for the fiscal year which begins July 1, 2014 and ends June 30, 2015.
- b. Each quarter, Grantee may bill County in advance for one-fourth (1/4th) of that annual amount, equaling TWO THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$2,500). County shall remit payment to Grantee within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

8. TERMS AND CONDITIONS

- a. **Required Reports/Audits.** The Grantee agrees to file monthly, quarterly, or annual reports, whichever is outlined in this Contract.

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and

program records shall be open and available for inspection and audit at any time by the County Staff.

- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their activities as a result of service provided through the usage of grant funds must identify to the County Staff, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- j. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.

k. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.

l. **Grounds for Reduction of Compensation or Termination of the Contract.**

The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:

- (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15th day after the end of the quarter or year (whichever is appropriate);
- (2) Failure of the Grantee to meet any standards specified in this Contract;
- (3) Expenditures under this Contract for ineligible activities, services, or items;
- (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
- (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
- (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or

- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

- m. **Personnel.**
- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
 - (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
- n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.
- o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- p. **Integration.** This Contract, including the Recitals, and Exhibit A constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada

10. **OTHER PROVISIONS**

During the performance of this Contract, the Grantee must follow:

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.
- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

SILVER STATE FAIR HOUSING COUNCIL

By: Sherry Manning
Chairperson, Board of Directors

By: [Signature]
Executive Director

WASHOE COUNTY

By: _____
David Humke, Chairman
Washoe County Commission

APPROVED AS TO FORM ONLY:

By: _____
District Attorney

Attest:

Washoe County Clerk

Exhibit A**NONPROFIT AGENCIES****INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

INDEMNIFICATION AGREEMENT

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

GENERAL REQUIREMENTS

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

ORGANIZATION shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-; VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.